

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLOBE

THIS AGREEMENT is entered into 19 November, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLOBE (the "City"), acting by and through its mayor and city council.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.
3. Congress has authorized appropriations for, but not limited to, twelve eligible categories of transportation enhancement activities.
4. Such project within the boundary of the City has been selected by the City; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.
5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended

NO. 25632
Filed with the Secretary of State
Date Filed: 11/19/02

Betsy Gayles
Secretary of State

By: James D. Graenewald

6. The City, in order to obtain federal funds for the design and construction of the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA.

7. The work embraced in this agreement to enhance the intersections of US 60 and Hill Street and US 60 and Oak Street with colored pavers, landscaping, pedestrian lighting, signage welcoming people to historic downtown Globe and installation of a base to hold a large globe that will be installed by the City. The project may also involve sealing off one end of Deveraux Street and turning it into a cul-de-sac. The estimated costs are as follows:

Design TRACS No. 0000 GI GLB SL504 02D

Estimated Design Cost	\$ 21,061.00
Federal Aid Funds @ 94.3%	\$ 19,861.00
City of Globe Funds @ 5.7%	\$ 1,200.00

Construction TRACS No. 0000 GI GLB SL504 01C

Estimated Construction Cost (incl. 15% CE cost)	\$239,643.00
Federal Aid Funds @ 94.3%	\$225,983.00
City of Globe Funds @ 5.7%	\$ 13,660.00
Total City of Globe Funds for Design and Construction	\$ 14,860.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for design and construction

b. If such project is approved for design and construction by FHWA and the funds are available for design and construction of the project, the City will and does hereby designate the State as authorized agent for the City, and with the aid and consent of the City and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the City, enter into a contract(s) with a firm(s) to whom the award is made for the design and construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions, and Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Joint Project Agreement (JPA) with FHWA on behalf of the City covering the work embraced in said design and construction contract and will request the authorized federal funds available, including design, construction engineering and administration costs.

2. The City will:

a. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the City shall be obligated to incur any increases in cost. Such changes require the prior approval of the City.

b. Prior to the solicitation of bids, deposit funds with the State in the amount determined to be necessary to match federal funds in the ratio required

c. Acquire the necessary right of way required for project construction and hereby certifies that all necessary rights of way have been or will be acquired prior to advertisement for bids and shall remove from the proposed right of way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the project area and hereby certifies that all obstructions and encroachments have been or will be removed there from prior to the start of construction.

d. Upon completion of right of way acquisition, provide the State with a temporary construction easement for the project of the Globe Gateway Phase II project.

e. Shall furnish all water for landscape installation during the construction phase, a point of connection (POC) for the irrigation system, and all water thereafter necessary to properly maintain the landscape, all at City expense.

f. Upon completion of construction, shall provide for, at its own cost and as an annual item in its budget for perpetual and proper maintenance of all Globe Gateway Phase II improvements, including, but not limited to landscaping, the irrigation system, pay for irrigation system electric, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project.

g. Shall allow free public access to the project improvements during normal business hours.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City/County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the construction and construction engineering work covered by this agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as

stipulated in this agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another entity.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 pertaining to State audit are applicable to this contract. In the event of such an audit, the City will bear all costs associated therewith.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City of Globe
City Manager
150 N. Pine Street
Globe, AZ 85501

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GLOBE, ARIZONA

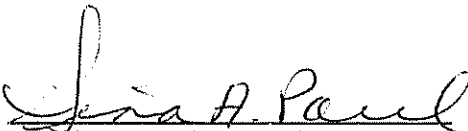
STATE OF ARIZONA

Department of Transportation

By Stanley M. Gibson
STANLEY M. GIBSON
Mayor

By Susan Tellez
SUSAN TELLEZ
Contract Administrator

ATTEST:

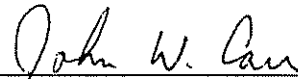
By 
GINA TARANGO-PAUL
City Clerk

G: 02-146-ENVIR-Globe-PedEnhnc
31October2002-Revised

RESOLUTION

BE IT RESOLVED on this 10th day of October, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Globe, for the purpose of the acquisition of federal funds for the use and benefit of the City to enhance the intersections of US 60, at Oak Street and US 60 and Hill Street. The City, in order to obtain federal funds for the construction of the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



JOHN W. CARR, P.E., Staff Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

RESOLUTION NO. 1377

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GLOBE, GILA COUNTY, ARIZONA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLOBE AND STATE OF ARIZONA, ACTING BY AND THROUGH ARIZONA DEPARTMENT OF TRANSPORTATION, TO DEFINE THE TWO PARTIES' OBLIGATIONS TO CONSTRUCT AND MAINTAIN LANDSCAPE IMPROVEMENTS AT THE INTERSECTIONS OF U.S. HIGHWAY 60 WITH OAK STREET AND HILL STREET IN HISTORIC DOWNTOWN GLOBE

WHEREAS, the State is empowered by A.R.S. section 28-401 to enter into the agreement with the City for the purpose of financing and constructing this project; and

WHEREAS, the Mayor and Council of the City of Globe are empowered by A.R.S. section 48-572 to enter into this intergovernmental agreement for the purpose of this project; and

WHEREAS, the Gateway Enhancement Project and improvements incorporated within the scope of work of the project will be very beneficial to the City and our community and will add to the attractiveness of the City to the residents, businesses, and visitors to the City's Historic Downtown and other areas; and

WHEREAS, the City is in full agreement with the terms and conditions proposed in the attached intergovernmental agreement and finds them to be consistent with the City's application to the State for the said enhancement project, including the City's obligation to assume all maintenance related responsibilities for the improvements constructed or installed as part of this project; and

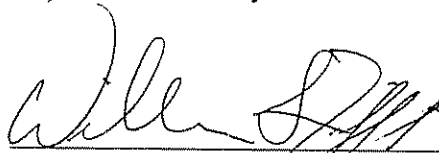
NOW, THEREFORE, BE IT RESOLVED that the City Council approves the attached proposed intergovernmental Agreement, as written, (Exhibit – A), signifying the State's and the City's participation in the funding for design and construction of the project and the City's responsibility for maintenance of all improvements upon completion of the construction / installation phase of the project and City Council hereby authorizes the Mayor to execute the attached intergovernmental Agreement, as required by the State.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Globe this 28th day of October, 2002.


Stanley M. Gibson, Mayor

ATTEST:


Gina A. Paul, City Clerk


William L. Tift, City Attorney

APPROVAL OF THE CITY OF GLOBE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLOBE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 30th day of October, 2002.

A handwritten signature in black ink, appearing to read "William L. [unclear]", written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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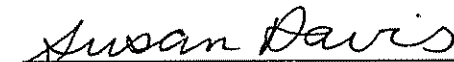
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1932TRN (JPA 02-146), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED November 13, 2002.

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.